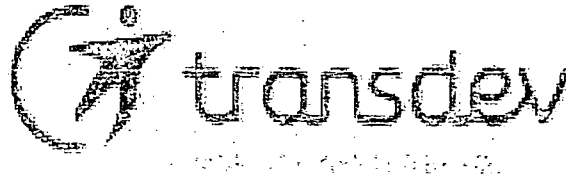
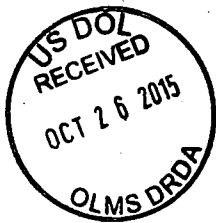


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LABOR AGREEMENT
Between

Transdev Services, Inc.



AND

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 428, AFL-CIO



Term:

July 1, 2015 through

June 30, 2020

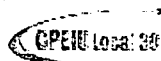


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VISION STATEMENT

Our vision is to maintain a motivated, positive, flexible and customer-service driven workforce who are self-directed, compensated equitably, safety-oriented and able to work harmoniously, to provide excellent customer service at all levels. Job security through long-term employment shall be enhanced through fair wages and benefits, coupled with flexible compensation which rewards employees for cost savings, waste reduction and methods of expanding profits. The goals set for this effort would be a highly respected, cost competitive, internationally and nationally recognized transit company that is aware of the need for continuing dedication to customer service and continuing growth through employee involvement in all areas of the company's day-to-day operation of the business. All employees will be encouraged to participate in job-related training or college classes in order to perform multiple tasks, to increase their value to the company and to increase their sense of pride and ownership in the company's goals and challenges. The final reward will be the success of the company through employee participation through the Partnering concepts and safe, cost-competitive service in order to provide excellent customer service that will set the standard for the mass transit industry.

ARTICLE 1 MASTER AGREEMENT

This Agreement is made and entered into this 1st day of July, by and between Transdev Services, herein referred to as the "Company," and the International Union of Operating Engineers, Local 428, jointly, hereinafter referred to as the "Union."

It is agreed that either the Company, or the Union may upon sixty (60) calendar day's written notice open any sections of the Agreement for the purpose of re-negotiation, if both parties mutually agree to open. Any changes to the Agreement language, shall require a majority ratification vote in order for the change to be adopted. Should the parties fail to reach agreement on a change to the agreement, the Article(s) in question shall remain unchanged.

ARTICLE 2 WITNESSETH

The welfare of the Company and its employees alike is dependent upon the character and efficiency of service rendered by the Company to the public.

Improvements in service, and economy in operating and the maintenance expense are promoted by cooperation between the Company and the Union. When the parties responsible for better service and improved efficiency share fairly in the benefits resulting from their joint efforts, further improvements are encouraged.

The purpose of this Agreement is to provide an understanding between the Company and the Union as to hours of labor, wages and basic working conditions and to establish a means of settling grievances, disputes, and controversies arising between the Company and its employees.

Pursuant to said purpose, the parties hereto contract and agree as follows:

**ARTICLE 3
GENERAL PROVISIONS
RECOGNITION**

Section 1. The Company recognizes the right of its employees to bargain collectively through representatives of their own choice, and recognizes the Union as the exclusive bargaining representative of all its employees covered by this Agreement.

Jurisdiction for the union and its appropriateness for collective bargaining, are defined as embracing those employees included within the classification of employees as set forth in the Wage sections of this Agreement.

Section 2. The Company and the Unions each agree that there shall be no discrimination by either party against any employee, union member, or any other individual because of race, color, religion, gender, national origin, age, marital or veterans status, the presence of a non-job related medical condition or disability, or any other legally protected status. Each party agrees to adhere to and conform with Executive Order Number 11246 as amended and Title VII of the Civil Rights Act of 1964, as amended. This pertains to all aspects of employment and union representation.

Additionally, the Employer and the Union each agree to comply fully with all the provisions of the Federal and State Labor and Employment Laws, and all other laws pertaining to employment on account of any prohibited factor, as the same may from time-to-time be in effect and applicable to it, as well as all other similar laws. Any alleged violations of Section 2 shall be addressed through the grievance and Arbitration process.

Section 3. When the term "employee" or the masculine gender is used in this Agreement, it shall mean an employee coming within the scope of this Agreement and shall encompass both the male and female gender.

**ARTICLE 4
REPRESENTATION**

Section 1. It is mutually agreed that all business pertaining to this Agreement shall be transacted between the properly accredited officers or agents of the Company and the regularly elected officers of the Union, and duly appointed Stewards and committee thereof; composed of employees of the Company, an international officer of International Union of Operating Engineers, Local 428, or an attorney duly licensed to practice as such, on all questions that may arise under and within the terms of this Agreement.

Section 2. The Unions agree to furnish the Company with an up-to-date list of all officers, Stewards and committee members and will immediately notify the Company of any changes hereto.

ARTICLE 5 COOPERATION

A spirit of cooperation between the employees and Company is essential to the efficient operation. All parties involved in the application, administration and abiding by this Agreement shall conduct themselves as to promote cooperation. The responsibility for a successful relationship rests equally with the Company and the employees. In this spirit, the Company and the Union agree that they will abide by the following:

- A. Provide fair treatment of said employees.
- B. Provide for the amiable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- C. The present labor-management meetings shall continue to be held monthly to consider and endeavor to settle any and all complaints, grievances, and differences that may arise during the life of this Agreement.
- D. All employees shall endeavor to treat each other with respect and offer full support in the performance of their duties.
- E. The Company agrees that the Union will participate in the hiring or reassignment of any employees covered under the collective bargaining agreement.
- F. The employees shall endeavor at all times to perform their duties in an efficient manner; they shall operate and handle the Company's equipment and facilities carefully, safely and with the utmost regard to the safety of passengers, the general public and the equipment entrusted to their care; they shall operate and handle the Company's vehicles at all times in full compliance with the current traffic laws and rules of the Company; they shall give the riding public courteous and respectful treatment at all times, to the end that the Company's service may improve and grow; and they shall at all times to use their influence and best endeavors to preserve and protect the interest of the Company and cooperate in the promotion and advancement of the Company's interest.

ARTICLE 6 MANAGEMENT RIGHTS

The union recognizes the right of the company to determine its policies and to conduct, manage and control the operation of its business so long as the above does not conflict with the provisions of this Agreement. The Company will keep posted on the bulletin board, an up-to-date list of appointments of local supervisory personnel to whom the employee is subject to report.

Management has the right to determine the number of employees it will retain in its service at any time.

ARTICLE 7
EFFICIENCY/PRODUCTIVITY BONUSES

- Section 1.** It is agreed by the parties that their mutual interest is enhanced and improved when the employees and management work together to improve the operating efficiency of the company.
- Section 2.** The parties agree that when employees achieve perfect attendance during the calendar year of December 1st – November 30th of any contract year, the company will recognize said employee with a productivity bonus equal to five (5) days of pay at eight (8) hours per day at their then current rate of pay. By definition, perfect attendance shall mean no unexcused absences of any kind as defined in Article 28, Section 3B and Section 4. Additionally, employee must have accrued sick leave on the books in the maximum amount of thirty-five (35) days as of November 30th to be eligible for this bonus. Said bonus shall be due and payable no later than the final pay date prior to December 25th.

ARTICLE 8
PROBATIONARY PERIOD

- Section 1.** The probation period as herein established is to provide a trial period in which the Company can judge the new employee's ability, competency, fitness, and other qualifications, to perform the work for which he is employed. Such probationary period shall be as follows:

Full-time employees.....Ninety (90) calendar days.

The union recognizes the comprehensive hiring practices in which the company utilizes, requires that an employee obtain certain licenses and certifications during the employee's probationary period that will be needed to perform their job. These licenses, certifications and training shall include, but not be limited to: CDL License, A/C certification, lift training, Hazmat training, and LNG/CNG training. The company has the sole discretion in deciding how many times they will allow the new employee to be tested before determining their employment status.

The parties agree that time spent in pursuit of these licenses and/or certifications while the employee is on probation will **not** be counted as time towards the probationary period. Training such as CDL license, orientation to company policies & procedures and any other training/briefings that would take the probationary technician off the floor and away from being evaluated shall not be counted towards the ninety (90) days of probation. The company will develop an orientation program for new Mechanics.

The probationary period will be 90 calendar days. During this period the company may at its' option, move this employee from shift to shift and from shop to shop to more fairly judge this employees overall abilities. At the end of the probationary period the employee may be placed into an open vacant position or a new assignment will be created and will be filled using the bid procedure outlined in Choice of Work Assignments.

The Company may, at its discretion, extend the probationary period if needed to more fairly judge the employee.

Once the employee successfully completes the probationary period their seniority date shall be the employee's original date of hire.

- Section 2.** Unless excluded elsewhere in this Agreement, all rights, benefits and privileges, including the application of grievances and arbitration procedure, shall be applicable to probationary employees, except the judgment of the company regarding a probationary employee's termination shall not be subject to the grievance and arbitration procedure.

ARTICLE 9 STRIKE AND LOCKOUT

- Section 1.** Neither the union nor the employees will engage in any strike, slowdown, work stoppage, or any concerted action of any kind that would interfere with operations; provided, however, no employee shall be discharged or disciplined by refusing to cross a legal primary picket line.
- Section 2.** The Company agrees that there shall be no lockout of the employees covered herein.
- Section 3.** The primary purpose of this article rests in the mutual desire of the parties to this Agreement to provide uninterrupted transportation service to the citizens and residents served by the Company.

ARTICLE 10 LEAVE OF ABSENCE

- Section 1.** The Company agrees that upon request, the officers and representatives of the Union shall be granted leave of absence to transact the business of the union, provided reasonable notice shall be given, and their seniority and all other rights with the Company shall not be affected due to their absence.

The company will afford the elected or appointed officer all seniority rights set forth in this Agreement while they are serving in this capacity. Additionally, the company will also pay out any sick leave cash-out, vacation pay, or floating holidays that the full-time officer earned or accrued while classified as a full-time maintenance employee.

- Section 2.** An employee may be granted a leave of absence for a good and sufficient reason for a period not to exceed ninety (90) consecutive days by mutual agreement. Applications for leaves of absence must be in writing, stating the reason for the request and specifying the number of days desired. Such leaves shall be without pay and without loss of seniority. If such leave is for more than thirty (30) days, the employee, in order to maintain his insurance coverage and pension, must make the required contributions in advance.

An employee on leave of absence as provided for in this section, must secure from the Company, a letter showing the leave is permitted and such letter shall also show the termination date of such leave. A copy of the application and the letter of permission shall be furnished the Union.

- A. An employee off on a bona fide leave of absence due to illness or disability that exceeds six (6) months may continue his insurance coverage by paying the total premium as established on a group basis, each month in advance.

In the event he has not returned to work at the end of nine (9) months from the date he last worked, he shall be dropped from the employment and seniority rolls; provided, however, an extension may be granted if justified.

- B. No holiday or vacation pay shall continue for an employee on sick or disability leave that exceeds three (3) months, unless such leave is for industrial reasons, and further, no sick leave or lost time benefits shall accrue or continue after he has expended that available to him at the beginning of such sick or disability leave.

Section 3. Any employee, at his option, may return to work prior to the expiration of his leave of absence. Employees returning from leave of absence prior to expiration of said leave shall notify his Shop Manager twenty-four hours (24 hours) prior to displacing employee involved. Copies of such notification shall be sent to the union. The Shop Manager shall give notification of displacement to employee involved.

Section 4. Employees on leaves of absence for personal reasons, who accept other employment, shall be considered as having resigned.

Section 5. An employee on sick or industrial leave must keep the Company advised of his current address and telephone number.

Section 6. If an employee of the Company shall enlist or be conscripted into the Armed Forces of the United States, such employee shall be granted a leave of absence without loss of seniority and in the order of his seniority shall take precedence over other employees of the Company in his former line of work. Said employee(s) will follow the guide lines outlined in the Uniformed Services Employment and Reemployment Act of 1994 (USERRA).

Section 7. Any employee who accepts a position with the Company, outside the bargaining unit, shall be granted a three (3) months leave of absence, and upon his return to his regular work, he shall be reinstated his former position without loss of seniority. In the event such employee continues in said position beyond the three (3) months period, he shall forfeit his seniority rights.

Section 8. The Company and Union agree to jointly encourage those employees off on disability, industrial or non-industrial to return to their duties at the earliest possible date.

ARTICLE 11 CHECK-OFF OF MEMBERSHIP DUES

Section 1. The Company agrees to deduct from the wages of any employee included in the bargaining unit, the regular monthly membership dues of the union and initiation fees or other authorized assessments levied in a legal manner or the service fee equivalent, and will

forward such dues and assessments, and service fees to the properly accredited officer of the union on or before the date designated in writing by the union to the company.

Section 2. The individual authorization or directives shall contain authorization for deduction of requested monthly membership dues, initiation fees, assessments, or the service fee equivalent.

Section 3. The Union agrees to indemnify and save Transdev Services, Inc. harmless from any and all liabilities resulting from compliance with the above section.

ARTICLE 12 REDUCTION IN PERSONNEL – RECALL

Section 1. When it is necessary to reduce the regular forces of the company, layoffs shall be in the inverse order of seniority provided, however, thirty (30) working days' notice will be given before any such layoffs. Union shall be notified in advanced of the affected employees. Employees so laid off will retain and accumulate seniority rights including wage progression during such lay-off. Recall rights will expire twelve (12) months after layoff.

Section 2. When the regular force of the company is increased, former employees of the Company who were laid off shall be recalled in the reverse order in which they were laid off.

Section 3. In the recall of persons, the following procedure shall be followed:

First: The Company will attempt to notify each person to be recalled to report for work by registered U.S. Mail (return receipt requested) no later than 30 calendar days' prior to the anticipated return to work day. Such letter shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Company shall have discharged its notice obligations under this Article. Employees who were laid off must keep the Company and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and recall rights hereunder.

Second: Persons so notified to report for work must report for work as directed by the company in the letter or lose their seniority and recall rights hereunder. Persons so notified shall have five working (5) days after receipt of notification to advise the Company of their intent.

Section 4. Persons recalled under the provisions of this Article must be able to perform the then existing work requirements of the Company. It shall be the responsibility of the Company to retrain any recalled personnel on all new equipment.

ARTICLE 13 VACATION

Section 1. All employees covered by this Agreement shall be entitled to an annual vacation as provided herein, vacations earned in any one year shall be taken the following year provided the employee shall have worked at least eighty-five percent(85%) of his regularly

assigned work during the qualifying year. Any employee covered by this Agreement who has worked less than eighty-five percent (85%), of his regularly assigned work shall have his vacation pro-rated accordingly.

When an employee is absent from duty due to an illness or injury incurred while performing his duties and when such illness or injury is covered by the Arizona Workmen's Compensation Act, such time lost shall apply toward the minimum number of hours required toward earning a vacation, provided, such absence shall not exceed a period in excess of one (1) year for a non-preventable injury/illness, and six (6) months for a preventable injury/illness.

Time lost by officers and Stewards of the Union while attending to Union duties shall be considered as time worked for vacation purposes only.

Section 2. Annual vacations shall be as follows:

- A. For continuous service prior to the first of January following date of employment, pro-rata of one (1) week.
- B. For the following full year of service, one (1) week.
- C. For the next two (2) full years of service, two (2) weeks each year.
- D. After four (4) full years of service, three (3) weeks each year.
- E. After ten (10) full years of service, four (4) weeks each year.
- F. Employees with twenty (20) full years of service as of July 1, 2010, will receive five (5) weeks each year. Employees with four (4) full years of service as of July 1, 2010, may receive five (5) weeks of vacation after twenty (20) full years of service. Employees hired prior to July 1, 2010, with less than four (4) full years of service as of July 1, 2010, may receive five (5) weeks of vacation after twenty-five (25) years of service.**

Section 2a. Annual vacations shall be as follows for employees hired after 7/1/10:

- A. For continuous service prior to the first of January following date of employment, pro-rata of one (1) week.**
- B. For the following full year of service, one (1) week.**
- C. For the next nine (9) full years of service, two (2) weeks each year.**
- D. After ten (10) full years of service, three (3) weeks each year.**

Section 3. Vacation pay shall be as follows:

- A. Regular employees shall receive the same pay as he would receive if he worked his regular assignment during the vacation period.

Section 4. The Company shall post vacation schedules at the same time as the annual shop/shift bid. The Company shall determine the number of employees who can be off at any one time and establish the periods of vacation in accordance with the eligibility provisions of this Article; provided, however, that not less than three vacation slots for the South Technician/Mechanic Shop, and two vacation slots for the North Technician/Mechanic

Shop will be scheduled each week during the year. In addition, there will be one vacation slot available for the Electronic Technicians to be bid by both the north and south shops together. However, should there be a fluctuation of service levels at either facility; the company and union shall meet to determine the number of slots needed at each facility. When the employee receives a vacation bid notice, they have until the end of the shift to bid or their vacation will be banked. Banked vacations must be bid/committed to any open period by October 1st, of the same year, unless they qualify for vacation cash out. All floating vacation days must be scheduled by November 1st of each year. Once an employee bids their vacation, if the slot becomes full they may not move out of the slot unless it is an emergency.

The company will allow a minimum of one (1) employee per shift from each shop to use a floating day (floating vacation day, holiday or birthday) upon reasonable notice to his or her supervisor. Additional employees may be granted time off for floating days if the Company determines that it can meet its production needs.

Should the Company determine that additional employees may be off at any one time or vacation period exists, such vacancies shall be bid on by seniority. Each employee shall bid a vacation in accordance with his seniority.

The bid shall be completed at least five (5) days prior to the new bid going into effect.

Section 5. Vacations are not cumulative and must be taken in the year succeeding the period in which they are earned.

Section 6. **Employees entitled to five (5) vacation days or less may float their days and use as needed provided such days are available, and approved by the Company**

Employees entitled to more than five (5) vacation days but less than fifteen (15) days must take at least five days consecutively and the remaining days may be floated, provided such days are available and approved by the Company. The Company will allow a minimum of one (1) employee per shift from each shop to use a floating day (floating vacation day, holiday, or birthday) upon reasonable notice to his or her supervisor. Additional employees may be granted time off for floating days if the Company determines that it can meet its production needs.

Employees entitled to fifteen (15) days or more vacation may use ten (10) days as floating vacation days. However, five (5) of the floating vacation days must be bid by employee at the initial bid or they are deemed waived. Upon employee written request, floating vacation dates may be changed, subject to management approval. The remaining five (5) floating vacation days may be requested throughout the year.

Requests for floating vacation days must be made with at least thirty-six (36) hours notice. Granting of such request will be based on availability and scheduling requirements. **Floating vacation days and floating holidays will NOT be permitted on any contractual holiday.**

In the event an employee has not used his floating vacation days by the end of the year, their remaining days shall be paid out per Section 11 below.

Employees will be allowed to take up to two (2) of the allowed floating vacation days in half-day increments, with supervisory approval. Seniority will prevail in the event of conflicting requests, if manpower requirements will not allow additional requests to be granted.

Section 7. No vacation or vacation pay shall be allowed any employee who leaves the Company for any reason during his probationary period.

Section 8. Employees leaving the Company for any cause shall be entitled to their earned vacation on a pro rata basis.

Section 9. When an illness or injury occurs that will conflict with a vacation schedule, a vacation may be rescheduled (if work conditions permit) upon employee's request and approval of employee's department head. If conditions do not permit, vacation pay will be paid as scheduled with sick pay benefits saved for those days in which employees are off due to illness or injury and are not already covered by vacation pay.

Section 10. Employees who miss twenty-four (24) hours or less of chargeable absences may elect to be paid their vacation time of their prior year's earned vacation during the vacation bidding process (50% maximum). Payout will be prior to pay period of the Christmas holiday.

Section 11 Employees electing to not bid their vacation weeks or their floating individual days by seniority, during the annual shop/shift bid will be permitted to schedule vacation weeks and/or individual vacation days on a first-come, first-service basis, after the annual shop/shift bid has been completed.

ARTICLE 14 PASSES

Section 1. Upon completion of ninety (90) calendar days of service, each full-time employee shall be issued one annual pass per household. (Transferable up to four (4) times per calendar year) Upon leaving the Company for any reason, pass shall be turned in before final paycheck is issued. Employee will have the option at the beginning of each year to change the name of the person assigned the household pass.

ARTICLE 15 NEW RULES

Section 1. The right of the Company is recognized to make reasonable rules and regulations governing the operations of its business.

Section 2. When new rules are to be adopted by the Company, the Company shall meet and discuss the intent and purpose of the rules with the Union and chief stewards of both shops 10 days, prior to implementation. The company will send the union and the chief stewards of both the North and South shops written notification of the rule change.

Section 3. All existing rules of the Company are to be updated and incorporated in the Employee Handbooks and manuals.

Section 4. The Company shall not issue any rule or regulation that conflicts with or violates any provision of this Agreement or establishes any hours or conditions not covered herein.

ARTICLE 16 MERGER PROTECTION

In the event any transit company, route, service, schedule, or any part thereof, is transferred to, consolidated or merged with Transdev Services, Inc. it is agreed that not more than the number of employees required to perform the work involved will accompany such transfer, consolidation, or merger. Such employees transferred shall become part of Transdev Services, Inc. employee seniority roster by the "dovetail" method of merging their respective seniority. Such employees shall not suffer any loss of seniority, vacation or other rights or benefits as a result of such transfer of employment.

ARTICLE 17 PHYSICAL EXAMINATION

Section 1. The Company may at its expense, at any time, for reasonable cause, require a physical examination by a doctor of its choice to determine the physical fitness of an employee for continued employment. An employee so examined, may, if he takes exception to the results of the examination, be examined at his own expense by a doctor of his choice to verify the findings of the doctor designated by the Company. If the findings of the two doctors are not in agreement, a third doctor, selected jointly by the employee and the Company, may examine the employee.

The majority opinion of the three doctors will be accepted as final, by both the employee and the Company. The cost of the third doctor shall be borne by the Company.

Section 2. In the event an employee fails to pass a physical as required by the Company, such employee will be advised of the reason for his failure to pass and will be provided with a copy of his examination by the Company.

Section 3. **Failure of an employee to take** his bi-annual physical examination at least five (5) weekdays prior to when it is due may result in disciplinary action. Removal from service will occur until such time as the required physical exam is taken. Failure to take the required physical exam within ten (10) weekdays after expiration is grounds for daily progressive discipline.

Section 4. The Company agrees to pay actual time for an employee's required bi-annual physical, but will not include travel time. The physical must be conducted at a place sponsored by the Company.

Section 5. It is agreed and understood by all parties that when an employee in the bargaining unit cannot obtain a D.O.T. for any reason, such employment status will be handled on a case-by-case basis between the Company and the Union with final decision being rendered by the Company.

Section 6. It is agreed and understood that for the duration of the agreement the company shall reimburse any bargaining unit employee the cost for the employee's renewal CDL License.

ARTICLE 18 DRUG TESTING PROGRAM

The Company Drug Policy is incorporated into this Agreement by reference. Any future changes shall be forwarded to the Union for their review prior to implementation.

ARTICLE 19 SAFETY

Section 1. The Union recognizes that accident/incident prevention work is necessarily incident to the operation of the Company's transportation system and that safety programs, safety meetings and general accident/incident prevention work is mutually beneficial both to the Company and to its employees. The Union, therefore, agrees that it will encourage the employees to cooperate with the Company in such safety work and will urge them to attend all safety meetings held and conducted by or for the Company and to take an active part and interest in accident/incident prevention work.

Section 2. The Company and Union agree to continue their effort to prevent injury to employees and passengers.

Section 3. The Company and the Union will make every effort to comply with all safety rules promulgated by the city, state, and federal government, which apply.

ARTICLE 20 ACCIDENT REVIEW

Section 1. All employees are required to fill out accidents/incident reports following accidents/incidents. All Maintenance personnel will fill out the reports on company time during their work shifts.

All employees required to make such a report at any place other than specified above, shall be paid for the actual time required, including travel time.

Section 2. Accidents/incidents will be judged by the Company as to preventability or non-preventability as soon as possible after the accident occurs. Notification of a determination of preventability will be furnished to the employee's supervisor immediately for hearing consideration.

If an accident/incident judged preventable and then reversed by the Review Board, the employee who has been assessed a penalty shall be reimbursed any wages lost due to penalty by the Company. In the event of termination, the employee will be reinstated with full seniority; benefits and lost pay, and their record changed to reflect a non-preventable.

Section 3. The Accident Review Board shall consist of three (3) representatives, one (1) from the Company, one (1) from the union and a mutually selected impartial safety specialist. They shall meet once a month, if necessary, for the purpose of reviewing accidents/incidents reports.

Section 4. Any employee may, at his own option, and on his own time, meet with the Review Board for a reasonable time (normally not to exceed thirty (30) minutes to present new or additional material pertinent to the case.

The Safety Department shall post and notify the employee by memo of the scheduled date of the Review Board no later than three (3) days (excluding Saturdays, Sundays, holidays and days off) prior to the meeting, and any employee wishing to attend must state his intent to the Safety Department no later than forty-eight (48) hours prior (excluding Saturdays, Sundays, holidays and days off) to the date and time set for the Review Board to meet. The Safety Department shall make necessary arrangements to allow the employee to appear.

In cases in which the Review Board reverses the decision of preventability, the employee will be reimbursed for all time lost.

ARTICLE 21 PAYDAYS

Section 1. The Company agrees that pay days shall be on a Bi-weekly basis, and paychecks shall be available to the employees on each Friday after 12:00 p.m. Employees wishing paychecks before that time may avail themselves of the direct deposit program. All employees shall be paid prior to the celebration of any fixed holiday when such holiday falls on pay day or the day before a holiday. Checks will be available by 4:00 p.m. in such a case. As of the ratification date of this contract all employees will be required to participate in the Company's electronic funds transfer. Because Bi-Weekly pay periods are a change from the past practice of weekly pay periods, the company agrees to give a 90 calendar day notice as to when the Company will implement the Bi-Weekly pay periods. In addition, the Company agrees to work with any employee who maybe experiencing complications with their court ordered garnishments. Any pay error in excess of four (4) hours, will be paid to employee within 72 hours.

ARTICLE 22 COURT APPEARANCE

Section 1. An employee who suffers lost-time to consult with an attorney regarding Company business, attend court when subpoenaed as the result of witnessing or being involved in an accident, or other matters which occur while performing duty for the Company, such employee shall be paid at his regular rate of pay for such time lost, plus travel time.

Said employee will be required to work before or after such consultation or court appearance when possible.

- Section 2.** An employee who suffers lost time as a result of being required to spend a portion of his day in court on Company business, will be paid at his regular rate of pay for that day, plus travel time and will not be required to work before or after his court appearance.
- Section 3.** When an employee, on his days off, is called by the Company to appear in court; be a witness; or give testimony, he shall be paid a minimum of eight (8) hours at his regular rate of pay, plus expenses, such as meals, mileage, parking, etc.

ARTICLE 23 JURY ASSIGNMENT

- Section 1.** Any employee receiving notification to report for jury assignment and so used, and who submits proof of reporting for the same, shall receive their regular pay for each scheduled workday missed due to serving jury duty.
- Section 2.** On any day an employee is required to report for jury assignment, they will work their regular assignment and be relieved in sufficient time to report as required by law.
- When the employee is selected for trial, they will not be required to work on the days they are ordered to serve as a juror.
- If the employee is released for the day, with fifty percent (50%) or more of their regular work day remaining, they shall be required to report and complete the balance of their work assignment for the day.
- Section 3.** On days when the employee takes no time off from their Company assignment, they will retain all jury payment made to them by the court.
- Section 4.** Hours missed from work due to jury assignment will be counted toward the forty (40) hour weekly pay guarantee for full-time employees.
- Section 5.** Any employee on jury assignment will receive no Company compensation if he fails to submit verification to the Company on a timely basis. Such verification will be supplied on jury commission forms, signed by commission personnel, date and release time provided. Said forms shall be submitted for each and every day the employee expects to be paid by the Company.

**ARTICLE 24
ADDITIONAL AGREEMENTS**

It is agreed by all parties hereto that all previous labor agreements between the Company and the Union, written or verbal, are hereby canceled and that this Agreement is the only labor agreement in existence between the parties hereto.

No provision or term of this Agreement may be amended, modified, changed, altered or waived except by written documentation and signed by the parties hereto.

**ARTICLE 25
ASSIGNABILITY**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by a change of any kind in the legal status, ownership or management of either party hereto.

**ARTICLE 26
CONFLICT OF LAW**

It is understood and agreed that if any provision herein shall conflict with any valid city, state or federal law, then, and in that event, such provision shall yield and that city, state or federal law shall control.

**ARTICLE 27
DISCIPLINE**

- Section 1.** The right of the Company is recognized to make reasonable rules and regulations governing the operation of its business.
- Section 2.** In most cases the Company will attempt to follow the concepts of progressive discipline in that it will, generally, apply the following steps of verbal warning, written warning, suspension and termination on repeat or similar offenses. The discipline applied will depend upon the willfulness, degree and frequency of the rule violation; and will range from oral, written warnings to suspension and/or termination of employment.
- Section 3.** There are certain serious offenses that may result in immediate discharge. Employees who feel they have been unjustly or improperly disciplined or discharged may avail themselves to the grievance and arbitration procedures as outlined in this agreement.

- Section 4.** In any discipline case, evidence of alleged condoning of prior infractions by the employee shall not be a defense to any disciplinary action, including discharge, taken by the Employer and shall be inadmissible in an arbitration hearing for the purpose of challenging the propriety of any discipline imposed, so long as the Employer had, prior to the imposition of the discipline in question, specifically advised the employee that the involved conduct would no longer be tolerated and that any repetition of the conduct could result in disciplinary action of the type and to the degree of that which was imposed.
- Section 5.** Within five (5) working days (Monday thru Friday) of any occurrence or after the occurrence becomes known to the Company, of the cause for discharge or suspension, the Company will give written notice to the employee and the Union of its decision to discharge or suspend the employee. Such notice shall set forth the reason or reasons for the discipline or discharge.
- Section 6.** It is understood and agreed that anytime the Company decides to take disciplinary action against any employee, they will, at the same time, notify a steward of the union and accord the employee a fair and impartial hearing in the presence of the steward. If, as a result of the hearing, grievance procedure, arbitration or otherwise, it is found that the employee has been unjustly or improperly deprived of wages as a result of being disciplined, suspended or discharged, then and in that event, he shall be reimbursed by the Company to the extent of his wages lost.
- An employee shall be given the basis of the charges against him in writing at the time such action is taken.
- Section 7.** If any employee is charged with an offense involving drunkenness, use of drugs or misappropriation of Company funds or property, neither such charge nor discipline meted out in connection there with shall be subject to the grievance and arbitration procedures provided for in this Agreement unless and until the grievances or demand for arbitration is accompanied by a signed authorization from the employee involved, authorizing the company and the union to submit any and all information and facts pertaining to the case to whoever they may concern.
- Section 8.** Any disciplinary action involving accidents/incidents charged on the personnel record of an employee shall not be used for the basis of future disciplinary action, provided a period of two (2) years has passed since the date of the last accidents/incident.
- A. Accidents/incidents shall be considered on the basis of preventability, regardless of type of accident.
 - B. Accidents/incidents charged to employees prior to the date of certification shall not be used in assessing disciplinary penalties for accidents/incidents.
 - C. All other types of disciplinary action charged on the personnel record of an employee shall not be used for the basis of future disciplinary action provided a period of two (2) years has passed since the date of the repeat or similar type of offenses has been charged to employee's record.
- Section 9.** All discipline must be given in consecutive workdays. If an employee on suspension is called back to work by the Company prior to having served his full suspension, the balance of the penalty days shall be withdrawn by the Company.

- Section 10.** It is mutually agreed that any situation arising that has unusual circumstances, the parties, without setting a precedent, may elect to change past procedure to more fairly judge the employee's particular case.

ARTICLE 28 ATTENDANCE

- Section 1.** The orderly and efficient business operation of Transdev Services, Inc. requires that all employees be at their assigned workstations, ready and able to work at their assigned starting time on each and every scheduled workday.

- Section 2.** Attendance will be considered acceptable until an employee's record of unexcused absences becomes excessive. Employees, who develop a record of excessive unexcused absences, shall be subject to disciplinary action.

- A. The following days taken off by an employee will be counted as perfect attendance days: Vacations, Holidays, Birthdays, Bereavement, Jury Duty, Military and Witness Services.

- Section 3.** Employee absence shall be classified into two categories:

- A. Excused Absence - The following categories of absence will always be considered acceptable and excused, and shall include the following:

- I. Vacation - An authorized absence scheduled and approved one week prior to the day such vacation commences; the acceptable absence period shall be limited to the amount of continuous vacation days authorized the employee per the governing vacation policy or union agreement.
- II. Holiday - Absence to observe established holidays as authorized the employee per the governing holiday policy or union agreement.
- III. Bereavement - Absence resulting from the death of a member of the family as authorized the employee per the governing bereavement policy or union agreement.
- IV. Jury Duty & Witness Service - Absence resulting from jury duty or subpoenaed witness service as authorized the employee per the governing jury duty and witness service policy or union agreement.
- V. Military Service - Absence to fulfill military obligation as defined by the Military Selective Service Act and as authorized the employee per the governing Military Service Policy or union agreement.
- VI. Temporary Layoff - Short-term absence due to lack of work as authorized the employee per the governing temporary layoff policy or union agreement.

- VII. Non-Preventable On-the-job injury - Absence as necessary to recover from injury or illness sustained as the result of job action through no fault of the employee.
 - VIII. Leave of Absence - Absence for which the employee is placed on approved disability, maternity, personal or military leave of absence.
 - IX. Weather Emergencies - Shifts on which it is declared that all absence and lateness will be excused due to weather conditions.
 - X. Unavoidable Accident or Emergency - Absence, lateness or leaving early due to unavoidable accident or emergencies involving the employee or immediate family. The burden of providing substantiating proof of such a situation rests with the employee. Examples of this would be auto accidents, home fires, and illness requiring emergency treatment or hospitalization. Incidents such as flat tires, cars not starting, late babysitters, etc., will not be considered unavoidable accidents or emergencies. Employees who request time off to pick up a sick child from school or daycare will not be given a chargeable absence for the first three (3) instances in a calendar year (January 1st through December 31st). Employees must provide documented proof from the school or center immediately.
- B. Unexcused Absence - The following categories of absence are defined as Unexcused. While they by themselves may not be unacceptable (except "No call-No show"), they may become unacceptable if excessive and subject to disciplinary action.
- I. Illness or Injury - Absence resulting from non-work related personal illness or injury which does not require the employee being placed on a disability leave of absence or as provided for in Section 3, A (X) of this article.
 - II. No Call - No Show - Unreported and unexplained absence.
 - III. Personal - Absence for personal reasons, which do not qualify for personal leave of absence.
 - IV. Late - Failure to report to the assigned workstation ready to work at the start of the scheduled shift or at the end of a scheduled lunch period.
- An employee may adjust his hours or days off by mutual agreement with his supervisor. The supervisor's decision to grant such a request shall include a review of the existing workload, and his ability to accommodate the request without hurting the production requirements.
- V. Leaving Early - Failure to complete a full shift for reasons other than on-the-job injury or illness as provided for in Section 3, A (X) of this article.

VI. Preventable on the job injury - Absence as necessary to recover from injury or illness sustained as the result of job action through fault of the employee.

Section 4. An incidence of "lateness", "leaving early", or "continuous periods of unexcused absence" shall be recorded as follows:

A. Each "late"*1/2 Unexcused Absence

B. Each "Leave Early"1/2 Unexcused Absence (Except that if on any given day, the level of manufacturing activity does not warrant the total number of employees originally scheduled, management may, at its option, permit employees to leave at their request without incurring an unexcused absence).

C. Each "Period of continuous absence" with proper notice that lasts for a duration of five (5) working days or less.....1 Unexcused Absence

Should the duration of absence be from six (6) to ten (10) days, one (1) additional unexcused absence will be assessed. Should the duration of the absence exceed eleven (11) working days, one additional unexcused absence will be assessed. The total unexcused absences for one occurrence shall not exceed three (3) in total. However, employee can use a bonus point, as defined in Article 34, to avoid an unexcused absence, regardless of duration, if employee provides proper notice to the Company on the first date of the absence.

D. Each "Occurrence of absence" without proper notice.....2 Unexcused Absences

* An employee who is more than one hour late shall be permitted to begin work only at the discretion of Management, and will receive one-half (1/2) chargeable whether or not permitted to work.

Section 5. "Proper Notice" is defined as notice one (1) hour or more before the scheduled start of the employee's shift unless employee is physically incapacitated; such notice must be delivered to the designated management representative to be considered as "proper."

Section 6. An employee who is absent for two (2) consecutive scheduled work days without proper notice shall be considered to have voluntarily terminated his or her employment and will be removed from the active employment roster unless employee is physically incapacitated.

Section 7. For the duration of the Agreement the appropriate disciplinary action for an excessive number of unexcused absences as set forth in Section 4 of this article, is defined as follows:

A. Any combination of two (2) unexcused absences within a twelve-month period...verbal notice of unexcused absence.

B. Any combination of three (3) unexcused absences within a twelve-month period....written notice of unexcused absence.

C. Any combination of four (4) unexcused absences within a twelve-month period ...corrective interview and possible disciplinary layoff without pay.

D. * Any combination of six (6) unexcused absences within a twelve-month period –
....subject to discharge.

E. Any combination of seven (7) unexcused absences within a twelve-month
period...discharge.

* An employee with six (6) unexcused absences will be subject to discharge. Management's decision whether or not to effect discharge will include a review of the nature of and reasons for all unexcused absences within the 365 day period immediately preceding the sixth (6th) unexcused absence and will include consideration of the reason for the sixth (6th) unexcused absence. If the employee's absence record reveals an obvious attempt to improve attendance and/or the reason for the sixth (6th) unexcused absence was beyond the employee's control, an additional, i.e., seventh (7th) unexcused absence will result in discharge without exception.

A. Habitual Absenteeism - An employee with a record of habitual absenteeism, i.e., an employee who has a continuing record of three (3) or more unexcused absences without any record of improvement, is subject to discharge under this policy after review of the employee's record even though the employee does not reach the sixth (6th) unexcused absence situation.

Section 8. If employee is absent for two (2) or more days, employee may be required to provide a written explanation and/or documentation to the Company at the discretion of management.

Section 9. All chargeable absences will drop off one year from the date the chargeable absence occurred and thereafter not be counted towards any disciplinary actions.

ARTICLE 29 GRIEVANCE AND ARBITRATION

Section 1. A grievance shall be defined to mean any dispute, controversy or disagreement as to the application or interpretation of any of the terms and provisions set forth in this Agreement.

Section 2. Grievances shall be dealt in successive steps as follows:

FIRST STEP: Any employee having a grievance shall; with the aid of a Shift Steward, first meet with the employee's shop manager, who shall attempt to resolve it. If a resolution satisfactory to the employee is not reached, a grievance shall be submitted in writing (containing details of the nature of the grievance and the Articles of Agreement allegedly violated) as promptly as possible, and in no case in excess of ten (10) working days from the date of occurrence of the incident and / or knowledge which lead to the grievance.

SECOND STEP: The Employer shall notify an authorized Union Representative within five (5) working days of the receipt of the written grievance. All time limits hereinafter may be extended by mutual consent. Participants in this step shall be the Union

Representative and an Employer Representative who shall have ten (10) working days to settle the grievance.

THIRD STEP: If the grievance remains unsettled, the parties within ten (10) working days shall engage in non-binding mediation. The mediator will be one of the Commissioners from the Arizona office of the Federal Mediation and Conciliation Service.

FOURTH STEP: If no settlement or agreement is reached in Step Three (3) then within ten (10) working days of the Step Three (3) mediation meeting; the matter may be referred to arbitration. A request for arbitration shall be presented to the Employer in writing and shall contain a complete outline of the nature of the complaint. Within ten (10) working days of receipt of a request for arbitration, the parties shall:

1. Meet mutually to select an arbitrator.
2. If unable to select an arbitrator at the meeting, then the moving party shall, within five (5) working days, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service.
3. Upon receipt of the panel of seven (7) arbitrators, each party shall strike three (3) names alternately with the remaining arbitrator authorized to hear the case.

No grievance shall be submitted to arbitration under Step Four (4) unless the time limits in Step Two (2) and Step Three (3) have been complied with. Any grievance submitted after the time limits have expired shall be forfeited and waived.

The arbitrator may not change, modify or alter any of the terms and provisions of the Agreement. The findings of the arbitrator shall be rendered within thirty (30) days of the date of the hearing and shall be binding and enforceable on all parties. The expenses of the arbitrator and the hearing room shall be borne equally by both parties. It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances and there shall be no suspension or interruption of normal operations as a result of any grievances.

Section 3. It is understood that stewards have full-time work to perform for the Company and that time devoted to handling grievances will not be abused. When it is necessary to investigate grievances during working hours, the steward shall first obtain permission from their supervision before absenting themselves from work, which permission shall not be unreasonably withheld. Grievances shall be processed at such times as will least interfere with production requirements. However, all grievances may be investigated on Company time.

The Company will recognize one (1) Chief Steward at each shop to handle all grievances above the First Step level. Under no circumstances shall both chief stewards be off at the same time for the same grievance. The union may appoint one (1) shift steward for each shift in each garage. The Chief Steward, Shift Steward and the aggrieved employee may attend all grievance meetings as hereinabove provided.

Section 4. The grievance procedure may not be utilized by the Company.

Section 5. Time limits may be extended by mutual agreement.

ARTICLE 30 EMERGENCY WORKLOADS

The union agrees that supervisory personnel may be permitted to do work covered by this Agreement in cases of emergency, such as the possibility of missing pullout due to too many buses out of service for repairs and for instruction purposes. It is further agreed that the company may employ management trainees to work with bargaining unit employees covered by this Agreement. Said employees shall be limited to two (2) at any one time, and they will be limited to nine (9) months of on-the-job training. The Company will notify the union in writing prior to placing a management trainee in either facility.

On an emergency basis, by way of example, Road Supervisors may:

- Reset circuit breakers
- Check oil levels
- Check coolant sight glass
- Recycle door masters switch
- Realign touch bars
- Spray lube sticky doors or windows
- Operate wheelchair lift switches to try to get lift to work
- Manual operation of lift
- Adjust driver's seat
- Close and lock windows
- Tighten screws and bolts
- Tighten and replace mirrors
- Check, tighten, adjust and lubricate bike rack
- Disconnect horn wire when horn is stuck
- Recycle or turn off radio
- Clean soiled areas as needed
- Try to restart a failed engine

It is understood that only basic tools will be used, for example:

- Screwdrivers
- Pliers
- Adjustment Wrenches
- WD-40
- Plastic ties

Other tools for the expedient repair of minor problems will be allowed if off property.

ARTICLE 31 SUBCONTRACTING

The Company may subcontract work as short term business needs may arise to the extent necessary to meet the logistic nature of business, however, the work subcontracted will not be to the extent that any bargaining unit employee will be laid off or to have his presently scheduled work week reduced. Said business needs will be communicated to the Union prior to implementation.

ARTICLE 32 HOLIDAYS

Section 1. The recognized holidays are as follows: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, President's Day, Christmas Day, employee's birthday and two (2) floating holidays to be taken any time during the year as mutually agreed upon between the Company and the employee. All holidays will be observed on the day the holiday falls. The company will allow a minimum of one (1) employee per shift from each shop to use a floating day (*floating vacation day, birthday or floating holiday*) upon reasonable notice to his or her supervisor. Additional employees may be granted time off for floating days (*floating vacation day, birthday or floating holiday*) if the Company determines that it can meet its production needs.

Section 2. Qualifications - An employee must have finished his probationary period before being qualified for holiday pay. An employee must have worked the day before and the day after the holiday. Employees must complete their last scheduled work day before, and their first scheduled work day after the holiday.

Section 3. Holiday pay - Employees covered by this Agreement shall be paid eight (8) hours pay at the straight time rate when no work is performed, regardless of what day of the week the holiday falls on. In addition to the holiday pay, employees required to work on the holidays shall receive one and one-half (1 1/2) their straight time hourly rate of pay for all hours worked.

When one of the holidays occurs during an employee's vacation, the employee receives an additional day of vacation for such holiday.

The employee will designate the extra day of vacation at the start or end of the employee's vacation period.

Section 4. On holidays when work is scheduled, a holiday bid shall be posted ten (10) days prior to the holiday where possible (but not less than five days prior to the holiday) for employees that normally work on that day to indicate their desire to work or be off.

- A. Covers employees normally scheduled to work the day a holiday falls to have priority and indicate their desire to work that day or not.
- B. Followed by the rest of the regularly scheduled employees who wish to bid and work the holiday as per their seniority and ability to hold those shifts.
- C. In the event of insufficient number of employees sign up, then the employees normally scheduled for the day off, will be allowed to put in for the bid and work in accordance to their seniority on a voluntary basis. Employees on vacation are not eligible for volunteering. Employees are only permitted to work 1 shift per holiday.
- D. In the event more slots have to be filled, they will be assigned from the bottom of the seniority list until the workload is satisfied with employees scheduled to work that day.

Section 5. Any employee who is scheduled to work on the day of the holiday and fails to report or complete his shift, unless for reasonable cause acceptable to the Company, shall not be paid holiday pay.

Section 6. Overtime will not be paid if an employee works their birthday or floating holiday.

Employee shall have three (3) options as follows:

- A. Employee may take the day of their birthday off.
- B. Employee can take their birthday any time during the year (after the birthday) with management's approval.
- C. Employee can work their birthday and be paid holiday pay plus straight time with management approval.

On floating holidays the employee shall have two (2) options

- A. The employee can take a day off any time during the contract year (July 1 – June 30) with management approval.
- B. The employee can be paid out unused floating holidays the last week of June of the following year the employee earned them.

ARTICLE 33 TRAINING AND EDUCATION

Section 1. The Company provides tuition assistance for educational courses at local community colleges, technical schools, and ASE Certifications. If the employee wishes to utilize tuition assistance, the course(s) he/she registers for must be pre-approved, prior to the starting date of the course or program, by the Superintendent of Maintenance and the General Manager. All courses must be attended on the employee's own time and must be directly related to the Maintenance Department, unless special arrangements are made with your supervisor. When the employee decides which courses and college they'll attend, the employee may obtain a Tuition Assistance Application from the Superintendent of Maintenance. Employees can take ASE testing on Company time. All mandatory job related training will be paid training.

Section 2. The employee will register and pay for his/her classes as they normally would. A certified copy of transcript, the employee's transcript, which the employee will receive after the semester is completed, must be sent to the Superintendent of Maintenance for reimbursement. Reimbursement is based on the employee's grade, and a maximum reimbursement amount per semester of **\$250.00**. Tuition will not be reimbursed if funded through other sources.

ARTICLE 34 SICK LEAVE

Section 1. Sick leave – each employee covered by this Agreement shall accrue sick leave at the rate of one (1) day per month during the life of this Agreement; provided, however, no sick leave shall accrue for any month in which an employee failed to perform at least eighty five (85%) of his regular work assignment.

- A. New employees will begin accruing sick leave after completion of their probationary period.
- B. Maximum number of days of accumulation shall not exceed thirty-five (35) days at any time.
- C. Eight (8) hours at the employee's straight time rate shall constitute a day's pay for sick leave purposes.
- D. Sick leave benefits shall begin on the first scheduled work day if hospitalized, outpatient surgery or hospital emergency room treatment, otherwise, sick leave shall begin on the second scheduled work day. Sick leave benefits for time lost must be requested through the employee's immediate supervisor.

After the second incidence of absence due to illness in a twelve (12) month period, an employee, upon notification, may be required to submit a verified medical doctor's report stating that the employee was unable to perform his duties before returning to work and/or receiving sick leave benefits.

- E. Sick leave benefits can only be used after they have accrued and must be used before insured lost time benefits.
- F. An employee on sick or industrial leave must keep the company advised of his current address and telephone number.

Section 2. Effective October 1, 2010 employee will be capped at employee's current number of accrued sick days (as of September 30, 2010) or thirty-five (35) days of sick leave, whichever is less. If employee has less than thirty-five (35) days of sick leave available on September 30, 2010, employee can continue to accrue sick leave up to thirty-five (35) days. If employee has greater than thirty-five (35) accrued sick days, employee will be capped at thirty-five (35) days; however, any existing accrued sick days in excess of thirty-five (35) days may be used for sick time, but once a day is used, employee's cap decreases by that amount until employee reaches thirty-five (35) accrued sick days.

For example, if employee had fifty (50) accrued sick days on September 30, 2010 employee would not be eligible to accrue any additional days of accrued sick days, in accordance with Section 2, until he fell below thirty-five (35) accrued sick days.

Section 3 Effective October 1, 2010, no employee will be paid out any accrued sick leave

Section 4. Bonus point system for perfect attendance. Perfect attendance for each quarter earns one (1) bonus point. Employee can use one (1) bonus point to cancel out a chargeable absence

and get first day sick leave if employee notifies company one (1) hour in advance of employee's intent to use the bonus point. If the Employee has one or more point at the end of the year, one (1) point shall roll over at the end of each year and cash out the remaining points. If employee has one remaining point after rollover, cash out value is \$50; if employee has two, cash out value is \$75 each; if employee has three, cash out value is \$100 each; if employee has four, cash out value is \$150 each.

ARTICLE 35 BEREAVEMENT LEAVE

An employee suffering a death in the family shall be entitled to five (5) days off per occurrence, with a maximum of five (5) sick days per year. Any time used above two (2) must be used consecutively. Additional bereavements or time off would utilize available vacation time. Bereavement leave shall be granted for a death in an employee's immediate family. Immediate family shall be defined as follows: Spouse, children, stepchildren, grandchildren, mother or stepmother, father or stepfather, brother, sister, spouses mother, father, brother, or sister, grandfather, grandmother.

Proof of death must be submitted upon return to work to collect vacation pay used.

ARTICLE 36 INSURANCE

Section 1. Only those full time employees who have been in the service of the Company sixty (60) days or more shall be eligible for the benefits as provided for in this article.

Section 2. The company shall, at its expense, maintain a policy of insurance providing employees with short term disability benefits. Such policy shall provide for weekly benefits of 60% of weekly earnings up to a maximum of six hundred (\$600.00) per week for a maximum period of thirteen (13) weeks per occurrence. Participant will become eligible on the 1st day of disability if caused by an accident; 8th day of disability if caused by illness. Benefits for less than a full week shall be paid on a pro rata basis consisting of an amount of daily benefits computed by dividing six hundred (\$600.00) one by the number of days in the employee's work week.

Employees drawing compensation from the Arizona Industrial Commission shall not be entitled to the above benefits for such injury.

Section 3. To be eligible for the benefits contained in this article, an employee must secure a certification of disability from a physician or physicians sponsored by the Company.

Section 4. The Company agrees to provide, without cost to the employee, a life insurance program as follows:

After ninety (90) working days of service	\$8,000
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After the 3 rd year of employment	\$20,000
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Section 5. The parties agree that Transdev Services, Inc. ("the Company") will contribute a specific sum per employee per month, as per chart below, for the sole purpose of purchasing health care benefits for the period commencing July 1, 2015 and ending June 30, 2020.

Year	Company Flat Monthly Contribution	% Increase
July 1, 2015	\$1224.51	3%
July 1, 2016	\$1249.00	2%
July 1, 2017	\$1261.49	1%
July 1, 2018	\$1274.11	1%
July 1, 2019	\$1293.22	1.5%

Operating Engineer Insurance Committee shall be established as of the signing of this agreement. This Committee shall be comprised of (1) Union Member from each Facility, and Company Employer representatives. The purpose of this Committee shall be to determine the annual allocation of the Company contribution amounts listed above and to which tiers/plans that the funds will be allocated to. While it is agreed that the Committee will attempt to reach agreement on any modifications to the Plan(s) deemed necessary with such, the Company will make the final decision on which provider(s) and/or benefit levels will be offered to bargaining unit employees if an alternative plan cannot be offered by current broker/Insurance Committee and the bargaining unit employees go to Transdev offered plans.

In the event any of the benefit funds to which the employer is obligated to make contributions requires additional contributions or increased contribution levels during the term of this agreement, the parties recognize that such additional contributions when made will be offset from wages. The employer will comply with the terms of the plan(s) and make the additional contributions or increased contribution levels required, however, the wages of each employee will be reduced commensurate with the contribution required, until such time as the fund(s) notify the employer that additional contributions are no longer required.

- A. In previous collective bargaining agreement, the parties reserved the right to mutually agree to a different plan of benefits from a different health care provider. The Company has been contributing to, and the employees have been covered by various insurance carriers, which have provided health care benefits to employees and their families. The employees in the bargaining unit represented by the Union appointed an insurance committee to select and direct their health care benefit options with the assistance of an independent benefit consultant ("The Broker"). Transdev ("The Company") has no influence on the selection of the plan of benefits, as long as the Plan conform with the terms of this Article and the information regarding Plans is received by the Company prior to an established deadline.

- A. Employers Obligations: The said payments by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be a subject matter of the grievance procedures contained in Article 9 hereof and shall not be deemed to be a dispute concerning wages, hours and working conditions, except as specifically provided in Article 9.
- B. The parties agree that the Union's Insurance Committee and/or Broker will provide data necessary to the Company in order to complete health care reporting required under the U. S. Patient Protection and Affordable Care Act (PPACA). As well, the Insurance Committee and Broker agree that the plans selected and offered to the bargaining unit will be compliant with the PPACA. If the offered plans have the potential of hitting the excise tax provision of the PPACA, currently scheduled to be imposed in 2018, the parties will implement plan changes in order to eliminate this exposure.
- C. To ensure timely payment and efficient benefit services, the parties agree to the development of standard operating procedures in conjunction with the Insurance Committee, The Broker, The Administrator and the current representatives of the Company's Human Resource and Finance/Payroll departments. Standard Operating procedures to include but are not limited to: Payroll Deduction Set-Up, Notification Procedures, Contract Signatures (each carrier will need an Authorized representative of Transdev Services, Inc. to sign an agreement which would include verifying company information, eligibility and contribution levels), Premium Payment Procedures, Auditing process, Claims Assistance, COBRA administration, FMLA administration.
- D. Nothing contained herein shall restrict the parties from obtaining a different healthcare provider in any contract year including the option of electing the Company Plan. In order to do such it must be mutually agreed upon by the Company and the Union.

Section 6.

When an employee is injured on the job and is unable to complete his work day, he shall be paid for such hours lost on that day as if he had worked. He shall also be entitled to compensation equal to his insured lost time benefits under the Arizona Workmen's Compensation Act for such time not paid for under the act, and subject to the same maximum limitations as provided for under the act. The Company agrees to supply the union with a copy of such industrial injury report.

- A. The Company further agrees to replace any prescription glasses that are destroyed in an unprovoked assault on an employee or in an accident not attributable to the employee.

**ARTICLE 37
RETIREMENT PLAN**

- Section 1. Contributions to the Retirement Plan by the employee shall be based on two percent (2%) of his gross earnings with a 4.25% amount contributed in his behalf by the Company (effective 10/1/00).
- Section 2. Any employee under the age of sixty (60) with one (1) year of continuous service shall be eligible to participate in the plan.
- Section 3. Participation in the Retirement Plan shall be a condition of employment.
- Section 4. The Pension plan shall be reviewed and discussed annually with the plan administrator and/or actuary. For the duration of the agreement, the benefit level shall not fall below the floor level set at 2 1/2 % of earnings and on April 1, 2001, the accrual rate shall increase to 3% if actuaries determine this advisable. The benefit level may be increased provided the plan can support such increase.

It is understood and agreed that the previous Sections 1, 2, 3, and 4 of this Article (shown above) will not apply to the Company effective July 1, 2010. They will be replaced with the following language:

- Section 1. The Retirement Plan for Employees of ATC Phoenix (the "Pension Plan") is amended to provide that:
- A. Operator Engineer Employees who are hired on or after August 15, 2005 are not eligible to participate in the Pension Plan.
 - B. The following benefit credit percentage accrual rate will apply future service on and after August 15, 2005 for Operator Employee participating in the Pension Plan: 0.00%.
 - C. Operating Engineer Employees shall not make Member Contributions to the Pension Plan on and after August 15, 2005.
 - D. The Company shall continue to fund the Pension Plan with Employer Contributions in a manner to allow the Pension Plan to be funded to meet Current Liability levels required by the Internal Revenue Service and the Pension Benefit Guaranty Corporation.
- Section 2. Savings Plan: The Transdev Services, Inc. 401(k) Employee Savings Plan (the "Savings Plan"), which has been previously established, will provide for Employee deferrals and provide further for the following:
- A. The Company will make nondiscretionary contributions to the Savings Plan accounts of all Employees represented by the Union as follows: the Company will match employee contributions dollar-for-dollar, up to 4.5% of earnings.
- Employee deferrals and Company matching contributions will be 100% vested at all times under the Savings Plan.

- B. The Company may change administration provisions, investment options, vendors and record keepers.

Section 3. Settlements, side agreements (written or unwritten), memoranda of understanding, letters of understanding, exhibits, past practices, grievance settlements, and any other like items that existed on or before June 30, 2005 are terminated.

ARTICLE 38 UNIFORMS

The Company agrees to furnish uniform and laundry of the uniforms at no cost to the employee (One (1) clean cotton uniform per day). Also for emergency situations, additional clothing will be furnished at no cost to the employee. Employees may be charged for uniforms damaged through negligence or abuse. Uniforms will not be used for other than performing Company related duties and commuting to and from work.

ARTICLE 39 SAFETY INCENTIVES AND EQUIPMENT

- Section 1.** The day shift steward shall be permitted to make safety inspections with the Company's Safety Director.
- Section 2.** Safety meetings and all safety-related functions shall not be abandoned without the consent of the union.
- Section 3.** It will be required of all classifications set forth in this Agreement to use the safety equipment furnished by the company.
- Section 4.** No red-tagged equipment shall be used until a foreman and reporting technician removes the red tag.

ARTICLE 40 WORKING CONDITIONS

- Section 1.** Job classifications for technicians may include the following:
- A. Bus Technician - Those technicians capable of performing repairs to a motorbus and work of other classifications that is from time to time assigned.
 - B. Paint and Body Technician - Those technicians capable of performing all repairs to a motor bus body, frame or any other work that is from time to time assigned.
NOTE: This classification will not be utilized for the duration of this contract.
 - C. Technician-*

- D. Electronic Technician - Those technicians capable of performing all repairs to radios, fare boxes, and other electronic systems, and other work that is from time to time assigned.
- E. Lead Technician – responsible for oversight of shift or any other work that is assigned from time to time; point of contact in the absence of a Supervisor.
- F. Upholsterer - Those technicians capable of performing all upholstery and other work that is from time to time assigned.
- G. Service Vehicle and Equipment Technician - Those technicians capable of performing all car/truck and non-revenue mobile equipment repairs, and other work that is from time to time assigned.

* This classification is for the current 5 Paint and Body Technicians who are transitioning to general mechanics. No new positions will be hired into this sub-category of Technicians. This sub-group of Technicians will bid within their own classification.

Section 2. Eight (8) hours shall constitute a standard day's work and forty (40) hours shall constitute a standard workweek to be worked in five (5) consecutive days. Work performed in excess of forty (40) hours in one week shall be paid for at the rate of time and one-half (1 1/2) the straight time hourly rate. Employees who actually physically work with the exception of scheduled Vacation days, Birthday, and Holiday in excess of forty (40) hours will be paid at a rate of time and one-half (1 1/2) the straight time hourly rate for each hour in excess of forty (40) hours actually worked.

Section 3. The normal workweek shall be established as beginning Monday and ending Sunday. All work performed on a technicians regularly assigned days off shall be paid for at one and one-half (1 1/2) times the straight time hourly rate, providing they physically work over forty (40) hours in the week, as described in Section 2 above.

Section 4. Overtime - All overtime worked will be bid in order of seniority and qualification. The list will then rotate on the basis of seniority and qualifications in each shop. It is understood and agreed that should an employee be by-passed for overtime that said employee will be placed next up on the seniority rotation list for overtime on the shift assigned.

The company may authorize an individual overtime of up to 2 hours at the end of their assigned shift in order to complete a repair already in progress without impacting their slot in rotation. It is understood that such assignment is not in place to by-pass seniority rights and will be closely managed to ensure against abuse and / or favoritism.

When an employee for any reason does not sign up to work, they will not be eligible again until their name rotates again to the top of the list.

If no employee bids for this work, the bottom man in seniority with qualifications may be assigned this work.

If an employee bids for overtime work and fails to show up for his bid assignment, his failure to show up will result in a ½ chargeable being assessed per occurrence. Sick days and bonus points are not eligible for use for overtime.

ARTICLE 41 WAGE RATES

Section 1. Wage rates for Bus Technician, Body and Paint Technician, Upholsterer, Electronic Technician and Service Vehicle and Equipment Technician will all fall under the wage rate progression as follows: 50% - 60% - 70% - 80% - 90% - 100% of the top pay rate in the year applicable.

Technicians' entry level may be as low as 50% of the top pay rate and as high as 80% of the top pay rate. After six (6) months of employment, Technicians will be eligible for the next higher percentage step increase, and every year thereafter, until they have reached the 100% top pay rate. Technicians that started at 80% will receive a review for an increase at six months and another after an additional eighteen months. It will take at least two (2) years to reach the top pay rate (100%) from 80%.

Entry-level Technicians could reach the top pay rate (100%) in the timeframes listed below:

50% - four and one-half (4 1/2) years
60% - three and one-half (3 1/2) years
70% - two and one-half (2 1/2) years
80% - two (2) years

In addition to the annual review, Technicians will be required to pass a written exam for the increase to 90% and pass a hands-on test to advance to 100%. The Company will provide the hands-on training that the Technicians will need to advance to their next progression rate.

The hands on test will commence at least thirty (30) days prior to the Technician's anniversary date. Pay will start upon successful completion of test.

Section 2. This section pertains only to those hired after July 1st, 2010. Wage rates for Bus Technician, Body and Paint Technician, Upholsterer Electronic Technician and Service Vehicle and Equipment Technician will all fall under the wage rate progression as follows: 50% - 55% - 60% - 65% 70% - 75% 80% - 85% - 90% of the top pay rate in the year applicable.

Technicians' entry level may be as low as 50% of the top pay rate and as high as 80% of the top pay rate. After one (1) year of employment and every year thereafter, Technicians will be eligible for the next higher percentage step increase until they have reached 90% of the top pay rate. It will take at least two (2) years to reach the top pay rate (90%).

Entry-level Technicians could reach the top pay rate (90%) in the timeframes listed below:

50% - eight (8) years
55% - seven (7) years
60% - six (6) years
65% - five (5) years

70% - four (4) years
75% - three (3) years
80% - two (2) years

In addition to the annual review, Technicians will be required to pass a written exam for the increase to 85% and pass a hands-on test to advance to 90%. The Company will provide the hands-on training that the Technicians will need to advance to their next progression rate.

The hands on test will commence at least thirty (30) days prior to the Technician's anniversary date. Pay will start upon successful completion of test.

Section 3. The Company may reduce an employee's wage progression level by up to three (3) levels if employee changes job classification from another job classification with the same top pay rate (based upon qualifications). The Company may reduce an employee's wage progression level by up to four (4) levels if employee changes job classification from another job classification with a lower top pay rate (based upon qualifications).

Section 4. All Technicians will use the following top pay rate by classification table to determine rate of pay (**except for those as specified in Section 2 above**):

CLASSIFICATION	7/1/15	7/1/16	7/1/17	7/1/18	7/1/19
Bus Technician	\$27.90+2% = \$28.46	\$28.46+2% = \$29.03	\$29.03+2% = \$29.61	\$29.61+2.5% = \$30.35	\$30.35+2.5% = \$31.11
Body & Paint Technician	\$27.90+2% = \$28.46	\$28.46+2% = \$29.03	\$29.03+2% = \$29.61	\$29.61+2.5% = \$30.35	\$30.35+2.5% = \$31.11
Electronic Tech.	\$27.90+2% = \$28.46	\$28.46+2% = \$29.03	\$29.03+2% = \$29.61	\$29.61+2.5% = \$30.35	\$30.35+2.5% = \$31.11
Upholsterer	\$27.90+2% = \$28.46	\$28.46+2% = \$29.03	\$29.03+2% = \$29.61	\$29.61+2.5% = \$30.35	\$30.35+2.5% = \$31.11
*Technician	\$27.90+2% = \$28.46	\$28.46+2% = \$29.03	\$29.03+2% = \$29.61	\$29.61+2.5% = \$30.35	\$30.35+2.5% = \$31.11
Service Vehicle & Equipment M ech.	\$22.56 + 2% = \$23.01	\$23.01 + 2% = \$23.47	\$23.47 + 2% = \$23.94	\$23.94 + 2.5% = \$24.54	\$24.54 + 2.5% = \$25.15

Section 5. Bus Technicians designated as "Lead Technician" shall receive eighty (0.80) cents per hour over the highest base rate.

Section 6. Employees working the second shift shall receive sixty five cents (\$0.65) per hour as shift differential in addition to their straight time rate.

Section 7. Employees working the third shift shall receive seventy five cents (\$0.75) per hour as shift differential in addition to their straight time rate.

Section 8. Any employee who works a shift that has the majority of his hours between 8:00 a.m. and 4:00 p.m. shall be considered as having worked the first shift; an employee who has the majority of his hours between 4:00 p.m. and 12:00 Midnight shall be considered as having worked the second shift; and an employee having the majority of his hours between 12:00 Midnight and 8:00 a.m. shall be considered as having worked the third shift.

In the event an employee is assigned to a work shift that has one-half (1/2) of his working hours in one shift and one-half (1/2) in another shift, he shall be paid the higher rate.

Section 9. Employees temporarily serving in a higher classification shall receive the rate of pay for the higher classification for all hours worked in the higher classification. All such temporary assignments shall be approved by a supervisor and so noted on the employee's timecard.

Section 10. Employer reserves the right to increase wages for both existing and new employees upon notice to the union. Any such increases shall be uniform across classification.

ARTICLE 42 CHOICE OF WORK ASSIGNMENTS

Section 1. Technicians shall have at least one bid per year per shop and work shift. Electronic Technicians will have their own bids.

A. The bid shall be posted a minimum of fourteen calendar days prior to the first (1st) day of November. The bidding will begin the first Monday of November. The bidding process will be completed and posted for a minimum of five (5) calendar days prior to the implementation date. The bid will go into effect the first Monday of January.

Management, with assistance from the Union, will work jointly together to conduct the bid process. Bidding will be done, at minimum, in groups of twenty (20) technicians per day (except for Electronic Technicians) during the hours of 7AM to 5 PM, excluding Saturday, Sunday and holidays. Vacation bidding will run parallel with regular shift bidding.

Times will be assigned for those individuals required to bid in seniority order. It is the employees' responsibility to show up and bid their selected shift and vacation at the time allotted. Employees who elect not to show up for the bid process may submit a bid and vacation proxy to their union representative. The Union representative in turn will perform the bidding for them. If the employee has decided to bid by proxy, the union representative will attempt to bid the shift and vacation that he or she believes to be closest to the shifts identified per the proxy.

Failure by the employee to (1) show up at their assigned time to bid; (2) provide a bid proxy; or (3) decline to bid when asked by a union representative, will automatically be determined a forfeiture of their chance to bid and therefore employee will be assigned the same shift and day off as near as comparable as possible to employee's existing schedule by the union representative.

Failure of an employee to show up or provide a bid proxy at the assigned time or; should the union representative perform the bidding in lieu of the employee, will not be grounds for the employee to grieve the outcome.

- B The employees shall use their seniority on any shift posted on the bid.
- C All shifts shall show lunch period, starting/end time and days off. For bid purposes, classifications will be utilized. The Company will maintain a uniform shift schedule in both shops unless mutually agreed upon with the union and company with an understanding that such a request will not be reasonably denied.
- D The Company and Union agree to return to an 8-hour workday, consisting of a paid half hour for lunch and no official breaks. The three shifts will punch in before their assigned work start times and at the end of their shifts;

Section 2. Vacancies and New Assignments:

- A In case of vacancy on any shift, all employees may bid in the order of their seniority. When new assignments are added, all employees shall be eligible to bid by seniority. Vacancies and new work assignments shall be posted and bid for five (5) working days and shall become effective on the first day of work week of that assignment. If assignment is not bid, Company may assign lowest qualified employee.
- B Any employee displaced from any work assignment by virtue of elimination of shift, return of senior technician from leave of absence, or other valid reason, may bump a technician with less seniority.

Section 3. The Company agrees to keep posted in an accessible place, an up-to-date and revised seniority roster showing the name, "date of employment" and seniority standing of all the employees coming within the scope of this Agreement.

Section 4. If and when an employee agrees to be taken off his regular assigned work shift to perform other work on another shift, such other work shall be considered to be his day's work and he shall be compensated for it as such. However, he shall not receive less compensation than he would have received for working his regularly assigned work shift.

Section 5. An individual will not normally be requested to work on a permanent basis outside of their classification established in Article 43, Section 1 unless the employee agrees to do so. No employee will be assigned to another classification for more than four (4) consecutive weeks in any one year period provided there are other qualified volunteers/replacements for the position/classification, and if applicable the Company is actively seeking a replacement.

**ARTICLE 43
TOOL AND SUPPLY ALLOWANCE**

Section 1. All bargaining unit employees covered under this Agreement who have completed one (1) full year of service with the Company shall be entitled to a tool allowance of five hundred dollars (\$500.00) per year for each of the five (5) years of the contract. The tool allowance

may be paid directly to the tool suppliers or the employees as they are purchased, and shall not accumulate from one year to the next with the exception of the purchase of a tool box which must be accompanied by the original or copy of the receipt by the employee each year. Employees will be directly reimbursed for approved tools purchased directly from suppliers and retailers that are on a list of approved sources as jointly determined by both the Director of Maintenance and the union.

Employees will be required to present a valid receipt of purchase, prior to being reimbursed.

Tool allowance is for the purchase of added tools or replacement of worn or lost tools and repair of non-power tools. The tool allowance may also be used to purchase safety shoes as required by the Safety Department.

- A. Employees may roll-over the allowance into the next year (not to exceed two months).
- B. The Company agrees, on a ONE TIME BASIS, to pay each employee a toolbox replacement allowance in the amount of \$500.00, payable on the pay period following the signing of the contract.

Section 2.

The Company agrees to provide insurance on tools furnished by an employee. Such insurance shall be \$10,000.00 maximum with \$200.00 deductible per each occurrence. Insurance shall cover loss due to fire, theft and damage by accident. Such loss must be verified as to its having happened on Company premises.

- A. Each employee must have on file in the Company's Phoenix office, a written inventory of his tools, verified by the Company, prior to any loss insurance being effective. The Company agrees to allow employees to accomplish inventory of tools on Company time.
- B. Tools added to an employee's inventory list and all tools initially furnished by new employees must be approved by the Company.
- C. An employee using a Company service vehicle shall be responsible for securing his tools.
- D. Employees will not be required to furnished torque wrench gauges larger than 1/2" up to 150 ft. lbs.
- E. Employees will be required to furnish two (2) of the following air tools and socket sets for same: 1/2" Impact, 3/8" Impact, 3/8" Drill. Technicians may substitute other tools by mutual agreement with Company.
- F. Upon review and confirmation of damage by management, the Company agrees to repair an employee's power tool including electric tools, battery powered tools, and meters provided such power tool was a part of the employee's original inventory of tools or has been added to his tool inventory as an approved tool by the Company; provided, however, no such repair shall exceed fifty percent (50%) of the replacement cost of such tool. In the event such employee tool is worn to the extent that repair costs exceed 50% of replacement cost, then said tool shall be

replaced by the employee and the Company agrees to pay 50% of replacement cost. For purposes of this section, each employee's reimbursement shall not exceed five hundred dollars (\$500.00) in any one contract year.

Section 3. Shop Towels - Each technician shall be issued ten (10) shop towels for use in the performance of his duties and shall be replaced with clean towels as needed; provided, however, each Technician shall be held responsible for any shortages that occur.

ARTICLE 44 CONTRACT SERVICE

It is understood and agreed that the Company may hire employees classified as bus technicians in order to obtain a contract through another entity to provide bus service.

It is understood and agreed that prior to utilization of this article, the company and union shall meet to discuss the services that would be provided under this article. Implementation will only occur by joint agreement between the company and union.

DURATION-TERMINATION-RENEWAL

This Agreement shall become effective July 1, 2015 and shall remain in effect until and including June 30, 2020.

Such Agreement shall be automatically renewed from year to year thereafter, unless either party desiring to terminate or alter same shall give written notice to the other party no less than sixty (60) days in advance of the date of expiration.

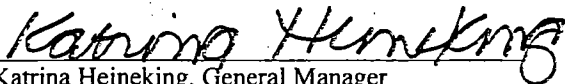
If such notice is not given, the Agreement stands renewed for the following year.

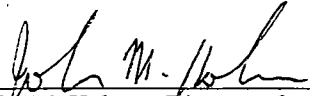
In the event such notice is given, negotiations leading to the execution of a new contract shall commence within ten (10) days from the date of such notice.

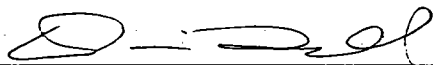
This Agreement may only be extended beyond that point by mutual agreement of the parties.


In witness whereof, the parties hereto have hereunto set their hands and seals this ____ day of _____ 2015.

For The Company:


Katrina Heineking, General Manager

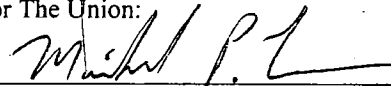

John M. Hobson, Director of Maintenance

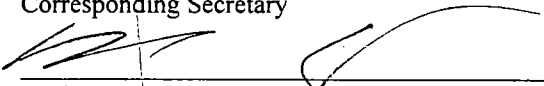

Dave Todd, Assistant General Manager

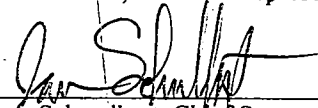

Ed Bennett, Maintenance Manager

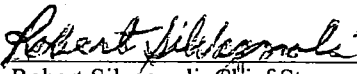

Kristen Marvel, Director of Human Resources

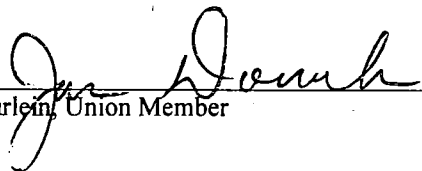
For The Union:


Mike Lee, Business Manager, Recording
Corresponding Secretary


Rosie Chavez, Business Representative


Jason Schwalbert, Chief Steward


Robert Silvagnoli, Chief Steward


Jan Dourlein, Union Member

I U O E CONTRACT SUMMARY

LOCAL UNION: 428

INDUSTRY CLASSIFICATION: _____

EMPLOYER: Transdev Services, Inc.

ADDRESS: 2225 W Lower Buckeye

CITY: Phoenix

STATE: AZ

PHONE: 602-229-4733

EFFECTIVE DATE: July 1, 2015

TERMINATION DATE: June 30, 2020

CLASSIFICATIONS:	RATES:	2016	DEFERRED INCREASES:	2017	2018	2019
<u>Bus Technician</u>	<u>28.46</u>	<u>29.03</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2019</u>
<u>Electronic Tech</u>	<u>28.46</u>	<u>29.03</u>	<u>26.91</u>	<u>30.35</u>	<u>30.11</u>	<u>30.11</u>
<u>Vehicle Tech</u>	<u>28.46</u>	<u>29.03</u>	<u>26.91</u>	<u>30.35</u>	<u>30.11</u>	<u>30.11</u>
<u>Technician #</u>	<u>28.46</u>	<u>29.03</u>	<u>26.91</u>	<u>30.35</u>	<u>30.11</u>	<u>30.11</u>
<u>Service Vehicle Equip</u>	<u>23.01</u>	<u>23.47</u>	<u>23.94</u>	<u>24.54</u>	<u>25.15</u>	<u>25.15</u>
<u>Mech.</u>						

OVERTIME:

After _____ Hrs.
 6th Day: _____
 7th Day: _____
 Holiday: _____
 Saturday: _____
 Sunday: _____

SHIFT DIFFERENTIALS:

Afternoon: 5.65
 Evening: 60.75
 All Night: _____
 Other: _____
Lead Tech \$0.80

REPORTING PAY:

CALL-IN PAY:

PAID HOLIDAYS: 13

RATE WHEN WORKED: 1 1/2

PAID SICK LEAVE: 1 per month
 (Per Year)

OTHER PAID LEAVE:

Jury Duty: Regular pay with proof
 Funeral: 400

OTHER COMPENSATION: Bonus points, Short Term Disability 13 wks \$200.

PAID VACATIONS:

Aft. 1 Mos. 1 Yrs. 1 Days/Wks.
 Aft. 2 Mos. 2 Yrs. 2 Days/Wks.
 Aft. 4 Mos. 4 Yrs. 3 Days/Wks.
 Aft. 10 Mos. 10 Yrs. 4 Days/Wks.
20 Yrs. 5 Wks

SEVERANCE PAY:

Aft. _____ Yrs. Service \$ _____
 Aft. _____ Yrs. Service \$ _____
 Aft. _____ Yrs. Service \$ _____
 Aft. _____ Yrs. Service \$ _____

HEALTH & WELFARE:

Cost: Employee Self Coverage
 % Paid by Employer: 37%, 27%, 17%, 17%, 1.5%
 % Paid by Employee: _____

PENSION:

Weekly/Monthly Payment: 401K match up to
 % Paid by Employer: 4.5%
 % Paid by Employee: 4.5%

Benefits: _____

Benefits: _____

APPRENTICESHIP CONTRIBUTION: _____

OTHER MONETARY BENEFITS:

Bus Pass
Physical Exams paid

REMARKS: Education Training \$2500 per semester.

Tool Allowance after 1 yr \$500.00

One-time Tool Box Allowance \$500.00 everyone

☐ Need additional copies of this form.